



Kelsey Thompson
8109 S Western Ave J
Oklahoma City OK 73139

TRENTON HATTLER
PO BOX 721272
OKLAHOMA CITY OK 73172-1272

Information as of November 7, 2018

Policyholder(s) Page 1 of 2

Trenton Hattler

Policy number

815 347 234

Your Allstate agency is

Kelsey Thompson

(405) 632-0549

KDTHOMPSON@allstate.com

Continue enjoying great savings and safe driving rewards

We're pleased to offer to renew your automobile policy with Your Choice Auto® Gold Protection for another six months, so you can continue enjoying extra savings and safe driving rewards, including **Safe Driving Deductible Reward** and **Enhanced Accident Forgiveness**.[†]

Renewing your policy is easy—when you receive your bill, just send your payment by the due date. And if you're enrolled in Allstate® Easy Pay Plan, we'll send you your payment withdrawal schedule. (Not enrolled? Call your Allstate Agent to sign up!)

How to contact us

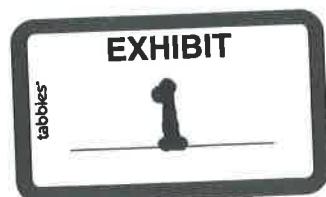
Please give your Allstate Agent a call at (405) 632-0549 if you have any questions. It's our pleasure to keep you in good hands.

[†]This is a brief description and not part of any contract of insurance. Guaranteed Renewal for Claims feature provides that policy will not be dropped just because of the number of claims filed. Features are optional and subject to terms and conditions.

Sincerely,

Julie Parsons
President, Allstate Fire and Casualty Insurance Company

RA733-2



Policy number:

815 347 234

Policy effective date:

December 15, 2018

Page 2 of 2

Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

What's in this package?

See the guide below for the documents that are included. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

Am I getting all the discounts I should?

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

What about my bill?

Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.

You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.

What if I have questions?

You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) - para español, llamar al 1-800-979-4285 - with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.

A guide to your renewal package



Proof of Insurance ID Cards
Your insurance cards are legally required, so please keep them in your vehicle at all times.

Policy Declarations*
The Policy Declarations lists policy details, such as your specific drivers, vehicles and coverages.

Important Notices
We use these notices to call attention to particularly important coverages, policy changes and discounts.

Insurance Made Simple
Insurance seem complicated? Our online guides explain coverage terms and features: www.allstate.com/madesimple Espanol.allstate.com/facildeentender

* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

Thank you for choosing Allstate



Proof of Insurance Card

For your convenience, two insurance cards have been included for each vehicle. State law requires that one of these cards be kept in each vehicle. Please place them in your vehicles by the effective date.

Page 1 of 2



IDOK



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.

Oklahoma - Security Verification Form

Allstate Fire and Casualty Insurance Company
PO Box 660598, Dallas, TX 75266-0598
Trenton Hattler

POLICY NUMBER
115 347 234
EFFECTIVE DATE
2/15/18
EXPIRATION DATE
06/15/19

YEAR / MAKE / MODEL
2014 Nissan Altima
VEHICLE ID NUMBER
1N4AL3APOEC327910
AGENT
**Kelsey Thompson
(405) 632-0549**



Oklahoma - Security Verification Form

Allstate Fire and Casualty Insurance Company
PO Box 660598, Dallas, TX 75266-0598
Trenton Hattler

POLICY NUMBER
815 347 234
EFFECTIVE DATE
12/15/18
EXPIRATION DATE
06/15/19

YEAR / MAKE / MODEL
2014 Nissan Altima
VEHICLE ID NUMBER
1N4AL3APOEC327910
AGENT
**Kelsey Thompson
(405) 632-0549**



NAIC # 29-688

Policy number:

815 347 234

Page 2 of 2

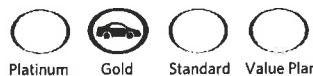
Policy effective date:

December 15, 2018

<p><i>Please use the printed Insurance Cards below.</i></p>	<p><i>Please use the printed Insurance Cards below.</i></p>
<p><i>Please use the printed Insurance Cards below.</i></p>	<p><i>Please use the printed Insurance Cards below.</i></p>
<p><i>Please use the printed Insurance Cards below.</i></p>	<p><i>Please use the printed Insurance Cards below.</i></p>
<p>EXCLUDED DRIVERS: NONE</p> <p>STATE OF OKLAHOMA-SECURITY VERIFICATION FORM</p> <p>Liability coverage has been issued pursuant to the Compulsory Insurance Law of the state of Oklahoma.</p> <p>Warning—state law requires that:</p> <p>(1) a current copy of the owner's security verification form must be surrendered to the motor vehicle licensing agent or other registering agency upon application or renewal for a motor vehicle license plate; and</p> <p>(2) the other copy of the owner's security verification form to be carried in the motor vehicle at all times, and produced by any driver of the vehicle upon request for inspection by any peace officer or representative of the Department of Public Safety. In case of a collision, the security verification form shall be shown upon request of any person affected by the collision.</p> <p>Examine policy provisions carefully. This form does not constitute any part of your insurance policy.</p>	<p>EXCLUDED DRIVERS: NONE</p> <p>STATE OF OKLAHOMA-SECURITY VERIFICATION FORM</p> <p>Liability coverage has been issued pursuant to the Compulsory Insurance Law of the state of Oklahoma.</p> <p>Warning—state law requires that:</p> <p>(1) a current copy of the owner's security verification form must be surrendered to the motor vehicle licensing agent or other registering agency upon application or renewal for a motor vehicle license plate; and</p> <p>(2) the other copy of the owner's security verification form to be carried in the motor vehicle at all times, and produced by any driver of the vehicle upon request for inspection by any peace officer or representative of the Department of Public Safety. In case of a collision, the security verification form shall be shown upon request of any person affected by the collision.</p> <p>Examine policy provisions carefully. This form does not constitute any part of your insurance policy.</p>

Renewal auto policy declarations

Your policy effective date is December 15, 2018



Page 1 of 4

Information as of November 7, 2018

Total Premium for the Policy Period

Please review your insured vehicle and verify its VIN is correct.

Vehicle covered	Identification Number (VIN)	Premium
2014 Nissan Altima	1N4AL3APOEC327910	\$1,085.69
Additional coverages		
If you pay in installments*		\$1,085.69
If you pay in full (includes FullPay® Discount)		\$951.13

* Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

Discounts (included in your total premium)

Allstate Easy Pay Plan	\$48.92	Safe Driving Club®	\$410.73
Responsible Payer	\$137.51	Early Signing	\$163.80
Smart Student	\$68.83	Electronic Stability Control	\$73.93
Drivewise®	\$0.00		

Total discounts	\$903.72
------------------------	-----------------

Policy discounts	\$829.79
Allstate Easy Pay Plan	\$48.92
Safe Driving Club®	\$410.73
Responsible Payer	\$137.51
Early Signing	\$163.80
Smart Student	\$68.83

2014 Nissan Altima discounts	\$73.93
Electronic Stability Control	\$73.93
Drivewise®	\$0.00

Summary

Named Insured(s)

Trenton Hattler

Mailing address

PO Box 721272

Oklahoma City OK 73172-1272

Policy number

815 347 234

Your policy provided by

Allstate Fire and Casualty Insurance Company

Home Office: 2775 Sanders Road
Northbrook, Illinois 60062

Policy period

Beginning December 15, 2018 through
June 15, 2019 at 12:01 a.m. standard timeYour Allstate agency is
Kelsey Thompson8109 S Western Ave J
Oklahoma City OK 73139
(405) 632-0549

KDTHOMPSON@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Renewal auto policy declarations
Policy number: **815 347 234**
Policy effective date: December 15, 2018

Page 2 of 4

Listed drivers on your policy*

Trenton Hattler - Single male driver, age 21, Smart Student, Safe Driving Club

Mark Hattler - Single male driver, age 48, Safe Driving Club

**Are there licensed drivers not listed above who either reside in your household (even if temporarily away from home) or are guests staying in your home for more than 185 days? If so, please contact us. Even if you have purchased coverage for loss to your auto, trailer or travel-trailer (for example, Auto Collision Insurance) or other property, there are circumstances in which a loss to that auto, trailer, travel-trailer or other property might not be covered by this policy simply because the auto was being operated by one of those unlisted drivers at the time of the loss. Details regarding this, and details regarding your policy's exclusion of any drivers listed below, can be found in your policy documents.*

Excluded drivers from your policy

None

Renewal auto policy declarations
 Policy number: **815 347 234**
 Policy effective date: December 15, 2018

Page 3 of 4



Coverage detail for 2014 Nissan Altima

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$527.07
Bodily Injury	\$250,000 each person \$500,000 each occurrence		
Property Damage	\$100,000 each occurrence		
Auto Collision Insurance	Actual cash value	\$600	\$397.65
(Safe Driving Deductible Reward - deductible reduction amount available is \$100)			
Auto Comprehensive Insurance	Actual cash value	\$500	\$117.37
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	Not purchased*		
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	\$25.76
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	\$1,000 each person	Not applicable	\$17.84
Portable Electronics and Media	Not purchased*		
Sound System	Not purchased*		
Total premium for 2014 Nissan Altima			\$1,085.69

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 1N4AL3APOEC327910

Additional coverage

The following policy coverage is also provided.

Coverage	Limits	Deductible	Premium
Automobile Death Indemnity Insurance	\$10,000 benefit	Not applicable	Included
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Total			\$0.00

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.



Renewal auto policy declarations
 Policy number: **815 347 234**
 Policy effective date: December 15, 2018

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Auto Policy - ACR1
- Claim Satisfaction Guarantee Amendatory Endorsement - AP4878-1
- OK Amendatory Endorsement - ACR11
- OK Bundling Benefits Endorsement - ACR12
- OK Uninsured Motorists Amendatory Endorsement - ACR16
- Automobile Death Indemnity Insurance - Coverage CM - ACR24

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

► Your Gold Protection package contains the following features:

- Accident Waiver Enhancement feature
- Safe Driving Deductible Reward feature

Allstate Fire and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois. This policy is binding with the countersignature of an authorized Allstate Fire and Casualty Insurance Company agent.

Julie Parsons

Julie Parsons
President

Susan L. Lees

Susan L. Lees
Secretary

Policy countersigned by Kelsey Thompson

Important notices

Policy number:

815 347 234

Policy effective date:

December 15, 2018

Page 1 of 2



Important Information About Your Auto Policy

The enclosed Policy Declarations lists important information about your policy, such as your address, the vehicles you've insured, the vehicle identification numbers (VIN) assigned to your insured vehicles, the drivers insured, and the coverages and coverage limits you've chosen. Your Policy Declarations also lists any discounts and surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits, or you may want to change the information concerning the vehicles or drivers your policy insures.

Another thing to keep in mind is that you may now qualify for discounts that you were not eligible to receive previously. For instance, Allstate offers discounts for:

- Unmarried young drivers, including students under the age of 25
- Drivers who have completed approved driver training courses
- Drivers who also own a home, townhouse, condominium, or mobilehome

Please contact your Allstate agent for additional information about discount qualifications, as well as other discounts that may be available to you.

Making Changes to Your Policy

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate agent as soon as possible. **With a few exceptions, any changes will be effective as of the date you notify us.**

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate agent or 1-800-ALLSTATE (1-800-255-7828).

X72910-1

You Have the Option to Request a Reorder of Your Credit Information

As you know, at the time you applied for your Allstate policy, we obtained your credit information and based your premium

partly on that information. We've found that certain data from credit reports has proved an effective predictor of insurance losses, enabling us to keep insurance costs as competitive as possible for the greatest number of policyholders. This information helps us control the cost of insurance and make insurance more available. However, please be aware that we use credit information in addition to, not instead of, other factors.

You Can Request a Credit Reorder

We do not automatically reorder your credit reports when your policy renews. However, prior to your renewal, you have the option to request that we reorder your credit reports and adjust your policy rating based on this new review. (Note that you can only make this request once each year.) This gives you the opportunity to decide whether you want us to renew your policy using the current credit information we have for you or offer you a renewal policy with a rate based, in part, on credit information that may have recently changed.

How to Request a Review

To request that we reorder your credit reports, simply contact your Allstate representative prior to your policy's renewal effective date. At that time, we will order credit report(s) for you and your spouse (if any). **Please keep in mind that as a result of this review, you could see a higher or a lower premium.** You may want to speak with your Allstate representative about this premium impact and whether or not you want us to reorder your credit reports.

Please keep in mind that because Allstate is not assessing credit-worthiness, the information we consider from credit reports is not the same as that considered by a financial institution. For example, credit report information that would lead a bank to offer you a lower interest rate on a loan will not necessarily lower your insurance premium.

Additional Information

Also, if you request a credit report reorder, please keep in mind that the updated credit information may not be reflected in your premium and Policy Declarations until the *next* policy period, if your policy renews.

Who to Contact for More Information

If you're interested in the option of reordering credit report information, or if you have any other questions about our rating practices, please contact your Allstate agent or call us toll-free at 1-800-ALLSTATE (1-800-255-7828). You can also learn more about the use of credit information and insurance by logging on to our website at allstate.com. We want to help you make the best possible decisions about your insurance.

X73054



Important notices

Policy number:

815 347 234

Policy effective date: December 15, 2018

Your Policy No Longer Includes the Allstate eSmart® Discount!

We're sorry to have to pass along the news that the Allstate eSmart® discount is no longer included on your policy. The discount was removed from your policy because you were not enrolled in our ePolicy program at the time we issued your renewal offer. ePolicy enrollment is a requirement for receiving the Allstate eSmart® discount.

Important Reminder: You Can Still Enjoy This Discount

Please keep in mind that you still have an opportunity to enjoy the savings the Allstate eSmart® discount provides. All you need to do is to enroll in our ePolicy program sometime between now and *one day prior* to your policy's renewal effective date, which is shown on the first page of your Policy Declarations. But we urge you to complete your ePolicy enrollment as soon as possible. If you choose not to do this, you will not be eligible to again receive the Allstate eSmart® discount until your next policy renewal.

Enrolling in ePolicy Is Easy

The first step to enrolling in ePolicy is to open an online account with us. If you haven't already done this, simply go to allstate.com, click on "My Account Login" at the top of the page and then click "create an account."

Once you have an online account, simply sign in to it, then click the "My Policies" link at the top of the page and select "ePolicy" to begin enrolling and viewing your documents electronically.

Again, if you do this sometime between now and *one day prior* to your policy's renewal effective date, we will again apply the Allstate eSmart® discount to your policy.

X73346

Voluntary Provider Networks

We want to let you know about a program that may be available to you.

If you, or anyone covered under your policy, is injured in a loss covered under your auto policy, a Voluntary Provider Network may be available to you. A Voluntary Provider Network includes a variety of participating medical providers that can treat those injuries.

Voluntary Provider Networks maintain lists of their participating providers. In the event that you experience a loss,

your claims representative can provide you with contact information for any participating Allstate networks that may be available in your state at that time.

You are under no obligation to use a medical provider who is a member of one of these networks, and you are free to seek medical services from a provider of your choice. There is no penalty if you choose a provider outside the network. If you are injured and treated by a provider who is a member of one of the participating networks, we may review their bills for covered medical services for re-pricing based on the approved rate for that provider's network.

You do not need to make a choice about these networks at this time. Please keep in mind that using a provider within a network should not be considered a confirmation that you have coverage. This notice is for informational purposes only.

X73469



ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Auto Policy

OKLAHOMA

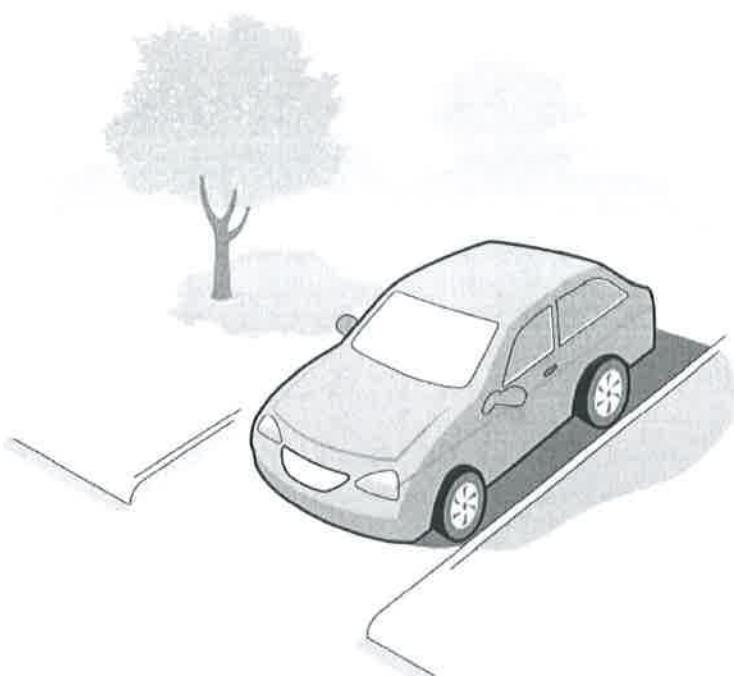
ACR1 (Ed. 10/2017)

Policy number
815 347 234

Policy effective
June 15, 2018

Policyholders
Trenton Hattler
PO Box 721272
Oklahoma City OK 73172-1272

Your Allstate agency is
Kelsey Thompson
8109 S Western Ave J
Oklahoma City OK 73139



Allstate Fire and Casualty Insurance Company
The Company Named in the Policy Declarations
A Stock Company, Home Office: 2775 Sanders Road, Northbrook, Illinois 60062



Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Table of Contents

General Provisions	3
Insuring Agreement	3
When And Where The Policy Applies	3
Conformity To State Statutes	3
Definitions Used Throughout The Policy	3
Leased Autos	4
Premium Changes	4
Coverage Changes	4
Duty To Report Changes	4
Notice	4
What To Do If There Is A Loss	4
Assistance And Cooperation Of The Insured	5
Subrogation	5
Combining Limits Of Two Or More Autos Prohibited	5
Transfer	5
Payment	5
Communications	5
Conditional Reinstatement	6
Fraud Or Misrepresentation	6
Loss Reduction And Other Items	6
Part 1	
Automobile Liability Insurance	
Bodily Injury Liability and Property Damage Liability	
Coverages AA and BB	6
General Statement Of Coverage	6
Our Right To Appeal	6
Additional Payments We Will Make	6
Additional Definitions For Part 1	7
Exclusions—What Is Not Covered	7
Financial Responsibility	8
Limit Of Liability	8
If There Is Other Insurance	8
Bankruptcy Or Insolvency	9
Additional Interested Parties	9
Part 2	
Automobile Medical Payments	
Coverage CC	9
General Statement Of Coverage	9
Additional Definitions For Part 2	9
Exclusions—What Is Not Covered	9
Limit Of Liability	10
Non-Duplication	11
What To Do If There Is A Loss: Additional Duties	11
Unreasonable Or Unnecessary Medical Expenses	11
If There Is Other Insurance	11
Part 3	
Protection Against Loss To The Auto	11
Auto Collision Insurance	11
Auto Comprehensive Insurance	11
Contents Coverage	12
Roadside Coverage	12
Transportation Expense Coverage	12
Sound System Coverage	12
Portable Electronics And Media Coverage	13
Additional Payments We Will Make Under Part 3	13
Additional Definitions For Part 3	13
Exclusions—What Is Not Covered	14
Our Payment Of Loss	15
Right To Appraisal	15
Limit Of Liability	16
If There Is Other Insurance	16
No Benefit To Bailee	16
Loss Payable Clause	16

Auto Policy
 Policy number:
 Policy effective date:

815 347 234
 June 15, 2018

Page 3 of 16



Allstate Fire and Casualty Insurance Company

A Stock Company – Home Office: Northbrook, Illinois

General Provisions

The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations or when the Policy Declarations lists the coverage as being "Included." On **your** Policy Declarations, coverages may be shown for each **auto**, or may be listed under "Additional Coverages."

If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

You agree that it is **your** responsibility to review **your** Policy Declarations to:

1. confirm that the coverages and limits that **you** requested have actually been issued to **you**; and
2. ensure that each of the coverages and limits shown on the Policy Declarations are appropriate for **your** insurance needs.

You further agree to review those sections of this policy which relate to the coverages issued to **you**. Failure to review this policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **us**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions about this policy.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured persons. This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

Depending on the number of vehicles **you** are insuring, **we** may find it necessary to issue **you** two or more different policy numbers for this one policy. Even if **we** issue two or more policy numbers, this shall still constitute one policy. **Your** Policy Declarations lists the policy numbers applicable.

When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it applies to covered losses to the **auto**, accidents, and occurrences within the United States, its territories or possessions, Canada, and between their ports. The policy period is shown on the Policy Declarations.

Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which **your auto(s)** described on the Policy Declarations are principally garaged, the provisions are amended to conform to such statutes.

Definitions Used Throughout The Policy

The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in boldface type.

1. **Additional Auto** means an **auto** of which **you** become the owner during the policy period and which is:
 - a) not described on the Policy Declarations; and
 - b) not acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be an **additional auto** for the 30 days immediately after **you** acquire ownership, but only if:

- a) any other **autos** **you** own are insured either by **us** or by one of **our** affiliates, other than any **auto(s)** **we** and **our** affiliates refused to insure;
- b) the **auto** is not listed as an insured vehicle under any other motor vehicle insurance policy; and
- c) **you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer an **additional auto**.

2. **Auto** means a private passenger land motor vehicle which has at least four wheels and is designed for use on public roads. However, **auto** does not include any vehicle of the pick-up body, sedan delivery, panel truck or stake body type which has a manufacturer specified Gross Vehicle Weight Rating (GVWR) in excess of 14,000 pounds.

3. **Bodily Injury** means physical harm to the body, sickness, disease, or death, but does not include:
 - a) Any venereal disease;
 - b) Herpes;
 - c) Acquired Immune Deficiency Syndrome (AIDS);
 - d) AIDS Related Complex (ARC);
 - e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

4. **Non-owned Auto** means an **auto** used by **you** or a **resident** relative with the owner's permission but which is not:
 - a) owned by **you** or a **resident** relative, or
 - b) available or furnished for the regular use of **you** or a **resident** relative.

This definition of **non-owned auto** does not apply to **Automobile Liability Insurance-Bodily Injury and Property Damage**.



Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

5. **Replacement Auto** means an **auto** of which **you** become the owner during the policy period and which is:

- not described on the Policy Declarations; and
- acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be a **replacement auto** for the 30 days immediately after **you** acquire ownership, but only if:

- any other **autos** **you** own are insured either by **us** or by one of **our** affiliates, other than any **auto(s)** **we** and **our** affiliates refused to insure;
- the **auto** is not listed as an insured vehicle under any other motor vehicle insurance policy; and
- you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer a **replacement auto**.

6. **Resident** means a person who physically resides in **your** household with the intention to continue residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.

7. **Shared-Expense Car Pool** means an arrangement between private parties to share rides:

- for which partial or full reimbursement of driving expenses is made or offered, and for which there is no other compensation; and
- which is not facilitated by a commercial enterprise which connects drivers to riders, including, but not limited to, a transportation network company.

8. **Substitute Auto** means a **non-owned auto** being temporarily used by **you** or a **resident** relative with the permission of the owner while **your** **auto** insured under this policy is being serviced or repaired, or if it is stolen or destroyed.

9. **Trailer** means any trailer, other than a **travel-trailer**, that is designed for use with an **auto**.

10. **Travel-trailer** means a trailer of the house, cabin or camping type equipped or used as a temporary living quarters.

The **travel-trailer** must be designed for use with an **auto**.

11. **We, Us, or Our** means the company shown on the Policy Declarations.

12. **You or Your** means the policyholder(s) listed as Named Insured(s) on the Policy Declarations and the resident spouse of any such Named Insured.

Leased Autos

Unless otherwise indicated, an **auto** leased to a person under a written agreement with a term of at least six continuous months shall be considered, for purposes of this policy, to be owned by that person.

Premium Changes

The total premium for this policy is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly.

Changes which result in a premium adjustment are described in **our** rules.

These changes include, but are not limited to:

- autos** insured by the policy, including changes in use;
- drivers residing in **your** household, their ages or marital status;
- coverages or coverage limits;
- rating territory; and
- discount or surcharge applicability.

Any calculation or adjustment of **your** premium will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Changes

Your policy was issued in reliance on information **you** provided including, but not limited to, information regarding **autos**, persons in **your** household, and **your** place of residence. **You** must promptly notify **us**:

- when **you** change **your** address;
- when any person with a driver's license joins **your** household, or when any **resident** of **your** household acquires a driver's license; and
- when **you** acquire any **additional auto** or **replacement auto**.

Notice

Your notice to **our** authorized agent shall be deemed to be notice to **us**.

What To Do If There Is A Loss

If a person insured under this policy has an accident or loss involving a motor vehicle, **we** or **our** authorized agent must be informed promptly of all details. As soon as possible, any person making a claim must give **us** proof of loss, in writing or in another form specified by **us**, including all details **we** may need to determine the amounts payable. **We** may require that the proof of loss be a sworn proof of loss.

If an insured person is sued as a result of a motor vehicle accident, **we** must be informed immediately.

Auto Policy

Policy number:

Policy effective date:

815 347 234

June 15, 2018

Page 5 of 16



A person making a claim must:

1. Provide **us** with the following information as soon as possible:
 - a) date and time of the accident or loss;
 - b) location of the accident or loss; and
 - c) all other details reasonably required by **us** including, but not limited to, information obtained from the vehicle's computer, vehicle safety features, or ride-sharing applications.
2. Notify the police as soon as possible if:
 - a) the owner or operator of a vehicle involved in the accident or loss cannot be identified; or
 - b) a theft or vandalism loss has occurred.
3. Cooperate with **us** in **our** effort to investigate the accident or loss and settle any claims.
4. Allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, separately and apart from others, and answer all reasonable questions **we** may ask as often as **we** may reasonably require.
5. Give **us** authorization to obtain medical reports and other records pertinent to the claim. The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require.
6. Promptly send **us** any and all legal papers relating to any claim or lawsuit.
7. Attend hearings and trials as often as **we** require.
8. In the case of loss to an **auto**, **trailer** or **travel-trailer** insured with **Auto Collision Insurance** or **Auto Comprehensive Insurance** you must:
 - a) protect the **auto**, **trailer** or **travel-trailer** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **auto**, **trailer** or **travel-trailer**, further loss may not be covered.
 - b) allow **us** to inspect the **auto**, **trailer** or **travel-trailer**, or have it inspected, before its repair or disposal. If **you** or **we** demand an appraisal of the loss under to the **Right To Appraisal** provision, **you** must allow **us** to have the **auto**, **trailer** or **travel-trailer** appraised.

Assistance And Cooperation Of The Insured

A person insured under this policy must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

We are not obligated to provide reimbursement if a person insured under this policy voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others. If a person insured under this policy has a right to recover damages from anyone responsible for

the loss, **we** may require that person to take proper action to preserve that right.

Subrogation

When **we** pay under this policy, and a person insured under this policy has the right to recover from anyone else, that person's rights of recovery become **ours** up to the amount **we** have paid. That person must protect these rights and, at **our** request, help **us** to enforce them.

Combining Limits Of Two Or More Autos Prohibited

The coverage limits applicable to any one **auto** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **auto** shown on the Policy Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those **autos**. This is true regardless of the number of:

1. vehicles or persons shown on the Policy Declarations;
2. vehicles involved in the accident or loss;
3. persons seeking damages as a result of the accident or loss; or
4. insured persons from whom damages are sought.

If two or more **autos** are shown on the Policy Declarations and one of these **autos** is involved in an accident or loss to which coverage applies, the coverage limits shown on the Policy Declarations for the involved **auto** will apply. If a covered accident or loss involves an **auto** other than one shown on the Policy Declarations, or if a person insured under this policy is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for the applicable coverage for any one **auto** will apply.

Transfer

You may not transfer this policy to another person without **our** written consent. However, if **you** die, this policy will provide coverage until the end of the policy period, but only for **your** legal representative while acting as such and for persons covered on the date of **your** death.

Payment

If **your** initial premium payment for **your** first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

Communications

If **you** have indicated **your** willingness to conduct business electronically with **us**, including receiving and signing the electronic forms relating to **your** insurance and other transactions (current and future), the communications **we** may provide to **you** in electronic form include, but are not limited to, policy



Auto Policy

Policy number:

Policy effective date:

815 347 234

June 15, 2018

forms, renewal and non-renewal notices, informational or other notices, disclosures, premium information and cancellation notices.

Even when **you** and **we** have agreed that the primary method of communicating with **you** will be in electronic form, **we** may, in **our** discretion, send communications to **you** via U.S. Mail or other carrier instead of, or in addition to, providing them to **you** electronically. Electronic communications provided to **you** will have the same force and effect as if sent to **you** via U.S. Mail or other carrier with proof of mailing. Proof of electronic notification will be sufficient proof of notice for all electronic communications pertaining to this policy.

Conditional Reinstatement

If **we** send a cancellation notice because:

1. the required premium was not paid in a timely manner, and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation; or
2. the required premium was not paid in a timely manner due to an issue with **your** electronic payment information and/or account balance, and **you** then update this information, and the transaction is not honored upon presentation;

your policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Fraud Or Misrepresentation

This entire policy is void from its inception if it was obtained or renewed through material misrepresentation, fraud or concealment of material fact. This means that **we** will not be liable for any claims or damages that would otherwise be covered.

We may not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

Loss Reduction And Other Items

From time to time and in **our** sole discretion:

1. **we** may provide **you**, or allow others to provide **you**, with:
 - a) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
 - b) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.

2. **we** may make, or allow others to make, one or more of the following: charitable contributions, donations, or gifts.

These items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, charitable contributions, donations, gifts, or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers, and gift cards.

Part 1

Automobile Liability Insurance

Bodily Injury Liability—Coverage AA

Property Damage Liability—Coverage BB

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Liability Insurance - Bodily Injury and Property Damage**, we will pay damages which an **insured person** is legally obligated to pay because of:

1. **bodily injury** sustained by any person, and
2. damage to, or destruction of, property.

Under these coverages, **your** policy protects an **insured person** from liability for damages arising out of the ownership, maintenance, or use, loading or unloading, of an **insured auto**.

We will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability coverage or Property Damage Liability coverage. **We** will not pay any attorney's fees or litigation expenses awarded as a result of a punitive or exemplary damage award against the insured, or as a result of fines or penalties imposed on the insured.

We will defend an **insured person** sued as a result of a covered accident involving an **insured auto**. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an **insured person** sued for damages which are not covered by this policy.

Our Right To Appeal

If an **insured person** or any other insurer elects not to appeal a judgment, **we** may do so. **We** will pay reasonable costs and interest incidental to the appeal. **We** will not be liable for more than the limit shown on **your** Policy Declarations plus the reasonable costs and interest incidental to the appeal.

Additional Payments We Will Make

When **we** defend an **insured person** under this Part 1, **we** will pay:

1. up to \$100 a day for the loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a **bodily injury** suit. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.

Auto Policy

Policy number:

Policy effective date:

815 347 234

June 15, 2018

Page 7 of 16



3. interest accruing on a judgment entered against **you**, but only on that part of a judgment entered against **you**, which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. Interest will be paid only on that part of a judgment entered against **you** which does not exceed **our** limits of liability. This means that under no circumstances will **we** pay interest on that part of a judgment entered against **you** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will reimburse an **insured person** for:

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the **insured auto**. Payment won't exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond.
2. reasonable expenses incurred by an **insured person** for first aid to other persons at the time of a motor vehicle accident involving the **insured auto**.

Additional Definitions For Part 1

1. **Insured Auto** means an **auto** **you** own which is described on the Policy Declarations and for which a premium is shown for **Automobile Liability Insurance - Bodily Injury and Property Damage**. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**;
 - d) a **non-owned auto**; or
 - e) a **trailer or travel-trailer**.
2. **Insured Person** means:
 - a) While using **your insured auto**:
 - 1) **you**;
 - 2) any **resident**; and
 - 3) any other person using it with **your** permission.
 - b) While using a **non-owned auto**:
 - 1) **you**; and
 - 2) any **resident** relative.
3. **Non-owned Auto** means an **auto** used by **you** or a **resident** relative with the owner's permission but which is not:
 - a) owned by **you** or a **resident** relative; or
 - b) available or furnished for the regular use of **you** or a **resident** relative.

However, an **auto** owned by, or available or furnished for the regular use of, a **resident** relative shall be considered a **non-owned auto** with respect to:

- a) **you**, provided it is not owned by **you** or available or furnished for **your** regular use; and
- b) any **resident** relative who does not own the **auto** and for which the **auto** is not available or furnished for that person's regular use, provided the **auto** is not owned by **you** or available or furnished for **your** regular use.

Exclusions—What Is Not Covered

We will not pay for any damages an **insured person** is legally obligated to pay because of:

1. **bodily injury** or property damage resulting from the ownership, maintenance or use, loading or unloading of the **insured auto** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or property damage.
2. **bodily injury** or property damage arising out of the use of an **insured auto** while used to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. **bodily injury** or property damage arising out of the use of **your insured auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.
4. **bodily injury** or property damage arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles. However, this exclusion does not apply to **you**, **resident** relatives, partners or employees of the partnership of which **you** or a **resident** relative are a partner, when using **your insured auto**.
5. **bodily injury** or property damage arising out of the use of a **non-owned auto** in any business or occupation of an **insured person**. However, this exclusion does not apply while **you**, **your** chauffeur, or domestic servant is using an **auto**, **travel-trailer** or **trailer**.
6. **bodily injury** or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
7. **bodily injury** to an employee of any **insured person** arising out of or in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law or similar law.



Auto Policy

Policy number:

Policy effective date:

815 347 234

June 15, 2018

8. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
9. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents from others. This exclusion does not apply to a private residence or a garage rented by an **insured person**.
10. **bodily injury** or property damage intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
 - b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury** or property damage;
 - c) such **bodily injury** or property damage is of a different kind or degree than intended or reasonably expected; or
 - d) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.
- This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.
- This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.
11. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
12. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;or in practice or preparation for any contest or use of this type.
13. **bodily injury** or property damage arising out of the use of a **trailer** or **travel-trailer** that is not attached to an **auto** which is an **insured auto**. However, this exclusion does not apply if the **trailer** or **travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.
14. any liability an **insured person** assumes arising out of any contract or agreement.
15. **bodily injury** or property damage arising out of the discharge of a weapon.

16. **bodily injury** or property damage arising out of the use of a **trailer or travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.

Financial Responsibility

When this policy is certified as proof under a motor vehicle financial responsibility law, the insurance under this part of the policy will comply with the provisions of that law.

Limit Of Liability

The limits shown on the Policy Declarations for **Automobile Liability Insurance - Bodily Injury and Property Damage** are the maximum we will pay for any single accident involving an **insured auto**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for **bodily injury**. For property damage, the limit stated for each accident is **our** total limit of liability for property damage sustained in any single accident involving an **insured auto**.

The limits shown on the Policy Declarations for **Automobile Liability Insurance - Bodily Injury and Property Damage** may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE LIABILITY INSURANCE BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limit shown on the Policy Declarations for any one **auto** will apply.

An **auto** and attached trailer or **travel-trailer** are considered one vehicle. Also, an **auto** and a mounted camper unit, topper, cap, or canopy are considered one vehicle.

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your insured auto**, we will bear **our** proportionate share with other collectible liability insurance.

If an insured person is using a **substitute auto** or **non-owned auto**, our liability insurance will be excess over other collectible insurance.

Auto Policy

Policy number:

Policy effective date:

815 347 234

June 15, 2018

Page 9 of 16



Other collectible insurance and other collectible liability insurance includes any form of self-insurance.

Bankruptcy Or Insolvency

The bankruptcy or insolvency of an **insured person** or that person's estate will not relieve **us** of any obligation under this Part 1 of the policy.

Additional Interested Parties

If one or more additional interested parties are listed on the Policy Declarations, the Automobile Liability Insurance coverages of this policy will apply to those parties as insureds.

We will mail or deliver at least 10 days' notice to an additional interested party if **we** cancel or make any changes to this policy which adversely affect that party's interest. **Our** notice will be considered properly given if mailed to the last known address of the additional interested party or if delivered electronically to such party.

The naming of an additional interested party does not increase that party's right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

Part 2

Automobile Medical Payments Coverage CC

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Medical Payments**, we will pay to or on behalf of an **insured person** reasonable expenses actually incurred by the **insured person** for necessary medical treatment, medical services or medical products actually provided to the **insured person** by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, and hearing aids are covered. In addition, funeral expenses are covered if a **motor vehicle** accident results in death of an **insured person** and:

1. the Policy Declarations indicates **your** policy includes **Automobile Death Indemnity Insurance**, but no benefit is payable for death of that person under **Automobile Death Indemnity Insurance**; or
2. the Policy Declarations does not indicate **your** policy includes **Automobile Death Indemnity Insurance**.

We will not pay for experimental procedures or treatments for research projects or research purposes.

Payment will be made only when **bodily injury** is caused by a **motor vehicle** accident.

Medical treatment, medical services or provision of medical products must begin within 90 days of the date of the accident. The treatment, services, or products must be rendered within three years after the date of the accident.

This coverage does not apply to any person to the extent that the treatment is covered under any workers' compensation law.

Additional Definitions For Part 2

1. **Insured Auto** means an **auto** **you** own which is described on the Policy Declarations and for which a premium is shown for **Automobile Medical Payments**. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**;
 - d) a **non-owned auto**; or
 - e) a **trailer or travel-trailer**.
2. **Insured Person(s)** means:
 - a) **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, an **auto**, **trailer**, or **travel-trailer**, or when struck as a pedestrian by a **motor vehicle**, **trailer**, or **travel-trailer**. The use of a **non-owned auto** must be with the owner's permission.
 - b) Any other person who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of:
 - (1) **your insured auto** while being used as a vehicle by **you**, a **resident** relative, or any other person with **your** permission.
 - (2) a **non-owned auto**, **trailer** or **travel-trailer** if the injury results from the operation or occupancy by:
 - (a) **you**;
 - (b) **your** private chauffeur or domestic servant on **your** behalf; or
 - (c) a **resident** relative.
3. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury**:

1. intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her own conduct;
 - b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury**;
 - c) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or



Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

d) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. to **you or a resident** relative while in, on, getting into or out of, or getting on or off of, an auto owned by **you or a resident** relative, or an **auto** available or furnished for the regular use of **you or a resident** relative, which is not insured for this coverage.
3. to **you or a resident** relative while in, on, getting into or out of, getting on or off of, or struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler treads; or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
4. to any person arising out of the use of an **insured auto** while used by an **insured person** to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

5. to any person arising out of the use of **your insured auto** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.
6. to any person arising out of the ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
7. to any person, other than **you or a resident** relative, while using a **non-owned auto**:
 - a) in **motor vehicle** business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of **motor vehicles**; or
 - b) in any other business or occupation. This item b) does not apply to **you or your** private chauffeur or domestic servant while using an **insured auto**.
8. resulting from:
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;

- i) destruction for a military purpose; or
- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

9. to any person arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

10. to any person or dependent of a person to the extent that such person or dependent has received benefits provided by the U.S. government under a contract of employment including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expenses on behalf of an **insured person** through a facility of the uniformed services.

11. to any person arising solely out of the discharge of a weapon.
12. to any person while in, on, getting into or out of, or getting on or off of, a **trailer or travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.
13. to any person while in, on, getting into or out of, or getting on or off of, a **trailer or travel-trailer** that is not attached to an **auto** which is an **insured auto**. However, this exclusion does not apply if the **trailer or travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.

Limit Of Liability

The limit shown on the Policy Declarations for **Automobile Medical Payments** is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **motor vehicle** accident.

The limit shown on the Policy Declarations for **Automobile Medical Payments** may not be added to the limit(s) for similar coverage applying to other **motor vehicles** to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF **AUTOMOBILE MEDICAL PAYMENTS** WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

Auto Policy
 Policy number:
 Policy effective date:

815 347 234
 June 15, 2018

Page 11 of 16



If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest **Automobile Medical Payments** limit shown on the Policy Declarations for any one **auto** will apply.

If an **insured person** dies as the result of a covered **motor vehicle** accident and funeral expenses for that **insured person** are covered under **Automobile Medical Payments**, we will pay the least of the following as a funeral expenses benefit:

1. \$2,000;
2. the **Automobile Medical Payments** limit stated on the Policy Declarations; or
3. the remaining portion of the **Automobile Medical Payments** limit not expended for other covered medical expenses.

This funeral expenses benefit does not increase, and will not be paid in addition to, the limit shown on the Policy Declarations for **Automobile Medical Payments**. This benefit is payable to the deceased **insured person's** spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased **insured person's** estate.

Non-Duplication

There will be no duplication of payments made under the **Automobile Medical Payments** coverage of this policy and any other coverage of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any amount payable for **bodily injury** to an **insured person** under any other coverages of this policy will be reduced by that amount.

What To Do If There Is A Loss: Additional Duties

The injured person may be required to take medical examinations by physicians we choose, as often as we reasonably require. If the injured person does not attend a required and scheduled medical examination and we are charged for that examination, coverage under this part of the policy will be reduced by the incurred cost of the examination.

The **insured person** must provide any information we request to support compliance with Medicare or other governmental reporting requirements or other medical coverage reporting requirements.

Unreasonable Or Unnecessary Medical Expenses

If the **insured person** incurs medical expenses which we deem to be unreasonable or unnecessary, we may refuse to pay for those medical expenses and contest them.

If the **insured person** is sued by a medical services provider because we refuse to pay medical expenses which we deem to be unreasonable or unnecessary, we will pay resulting defense costs, and pay any resulting judgment against the **insured person**, up to the limit shown on the Policy

Declarations for **Automobile Medical Payments**. We will choose the counsel. The **insured person** must cooperate with us in the defense of any claim or lawsuit. If we ask the **insured person** to attend hearings or trials, we will pay up to \$100 per day for loss of wages or salary. We will also pay other reasonable expenses incurred at our request.

No **insured person** may sue us for medical expenses we deem unreasonable or unnecessary unless:

1. the **insured person** has paid the entire disputed amount to the medical services provider; or
2. the medical services provider has expressly threatened or initiated collection activity toward the **insured person**.

If There Is Other Insurance

When this coverage applies to a **substitute auto** or **non-owned auto**, we will pay only after all other collectible **auto** medical insurance has been exhausted. When this coverage applies to a **replacement auto** or **additional auto**, this policy will not apply if you have other collectible **auto** medical insurance.

Part 3

Protection Against Loss To The Auto

Other information applicable to all these coverages appears after all the coverage descriptions.

Auto Collision Insurance

Coverage DD

If a premium for **Auto Collision Insurance** is shown for an **auto**, **trailer** or **travel-trailer** described on the Policy Declarations, we will pay for sudden and accidental direct physical loss to:

1. that **auto**, or its **replacement auto**;
2. that **trailer** or **travel-trailer**;
3. an **additional auto**;
4. a **non-owned auto**; or
5. a **trailer** or **travel-trailer** that is not described on the Policy Declarations while it is attached to an **insured auto**; from a collision with another object or by upset of such **auto**, **trailer** or **travel-trailer**.

Auto Comprehensive Insurance

Coverage HH

If a premium for **Auto Comprehensive Insurance** is shown for an **auto**, **trailer** or **travel-trailer** described on the Policy Declarations, we will pay for sudden and accidental direct physical loss not caused by collision, to:

1. that **auto**, or its **replacement auto**;
2. that **trailer** or **travel-trailer**;
3. an **additional auto**;
4. a **non-owned auto**; or
5. a **trailer** or **travel-trailer** that is not described on the Policy Declarations while it is attached to an **insured auto**.



Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass. If by agreement between **you** and **us**, glass is repaired rather than replaced, the deductible amount will not be subtracted from a glass breakage loss.

Contents Coverage

Coverage HC

If a limit for **Contents Coverage** is shown for a **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss caused by Fire or Lightning to the following property, provided the property is contained in, attached to, or being used in connection with the **travel-trailer** for which **Contents Coverage** is purchased:

1. Radio and television antennas, awnings, cabanas or equipment designed to create additional living facilities while the **travel-trailer** is off public roads.
2. Household furniture or other personal property belonging to **you** or a **resident** relative.

This coverage does not apply to:

1. Property permanently attached to the **travel-trailer**.
2. Articles carried or held as samples or for sale, storage or repair, or for delivery.
3. Merchandise kept for exhibition or sale; or theatrical wardrobes.
4. Business or office furniture or appliances.
5. Records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, revenue or other stamps in current use, manuscripts, art objects and animals.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

Roadside Coverage

Coverage JJ

If a premium for **Roadside Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement of that **auto** (or its **replacement auto**) or a **non-owned auto**. **We** will not pay for supplies or parts required by the disablement.

The total limit of **our** liability for towing and labor arising out of a single disablement is stated on the Policy Declarations.

We will not pay for:

1. labor not related to the disablement, including installation of products or material not related to the disablement; or
2. labor or repair work performed at a service station, garage, or repair shop.

Transportation Expense Coverage

Coverage UU

If a premium for **Transportation Expense Coverage** is shown for an **auto** described on the Policy Declarations, and **you** have a covered loss under **Auto Collision Insurance** or **Auto Comprehensive Insurance** that involves that **auto** (or its **replacement auto**), **we** will:

1. reimburse **you** for **your** cost of renting an **auto** from a rental agency or garage; and
2. pay for reasonable alternate transportation expenses **you** have either incurred, or **you** and **we** agree **you** will incur;

while **your insured auto** is disabled or being repaired. **You** agree to retain receipts for any expenses **you** incur and promptly provide them to **us** at **our** request.

If **your insured auto** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If **your** entire **insured auto** is stolen, coverage begins the day **you** report the theft to **us**. If **your insured auto** is drivable, coverage starts the day the **auto** is left at the repair facility for repairs, provided the necessary parts are available and the repair facility is ready to start the repairs at the time the **auto** is left at the facility.

Coverage ends when whichever of the following occurs first:

1. completion of the repairs to **your insured auto**;
2. if **your insured auto** is stolen, seven calendar days after **we** disclose **our** evaluation of the **insured auto's** actual cash value. However, if **your** stolen **auto** is recovered, coverage will end as soon as **your auto** is returned to use; or
3. if **your insured auto** is deemed by **us** to be a total loss, seven calendar days after **we** disclose **our** evaluation of the **insured auto's** actual cash value.

The limit of **our** liability for **Transportation Expense Coverage** is shown on the Policy Declarations. In no event will the amount **we** pay for expenses incurred (or to be incurred) on a given day exceed the per day amount shown on the Policy Declarations, and in no event will **we** pay for expenses incurred (or to be incurred) for more days than the number of days shown on the Policy Declarations. **We** will not pay charges incurred in connection with a rented **auto** other than the daily rental rate.

Transportation Expense Coverage does not apply to a collision or comprehensive loss disabling a **trailer** or a **travel-trailer** but not an **insured auto**.

Sound System Coverage

Coverage ZA

If a premium for **Sound System Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to a **sound system** installed in or on that **auto** (or its **replacement auto**).

Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Page 13 of 16

**Sound System Coverage** applies only if:

1. the **sound system** is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. physical damage is done to both the **sound system** and the **auto** caused by earthquake, explosion, falling objects, fire, lightning, flood, vandalism or malicious mischief, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

The limit of **our** liability for this coverage is shown on the Policy Declarations.

Portable Electronics And Media Coverage**Coverage ZZ**

If a premium for **Portable Electronics And Media Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to personal electronic devices or recording media that is:

1. in or on that **auto** (or its **replacement auto**) at the time of the loss; and
2. owned by **you** or a **resident** relative.

Portable Electronics And Media Coverage applies only if:

1. the property described in this coverage is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. physical damage is done to both the **auto** and to the property described in this coverage caused by earthquake, explosion, falling objects, fire, lightning, flood, vandalism or malicious mischief, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

For purposes of this coverage only, personal electronic devices are personal devices not installed in or on **your insured auto** by bolts, brackets, or other similar means, which are designed for:

1. voice, video or data transmission, or for voice, video or data reception;
2. recording or playing back recorded material; or
3. supplying power to cellular or similar telephone equipment.

Recording media includes, but is not limited to, portable hard drives, solid-state drives, flash drives, compact discs, tapes, and similar items.

This coverage will not apply to any personal property specifically described, and insured or otherwise protected for the loss, by any other insurance or by a service contract. This coverage will not apply to property that would be covered under **Sound System Coverage** if purchased.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

Additional Payments We Will Make Under Part 3

1. **We** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your insured auto**. This is the maximum **we** will pay, regardless of the number of vehicles insured or items damaged or lost. This item 1 does not apply if the **insured auto** is a **travel-trailer**.

This coverage applies only when:

- a) the loss is caused by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**; or
- b) the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
- c) physical damage is done to both the **auto** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning or flood, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

2. **We** will pay general average and salvage charges imposed when **your insured auto**, **trailer** or **travel-trailer** is being transported if **your** policy includes **Auto Collision Insurance** or **Auto Comprehensive Insurance** that applies to the loss to that **auto**, **trailer** or **travel-trailer**.
3. **We** will pay up to \$500 to re-key **your insured auto** and to have any reprogramming associated with the new keys performed, if the entire **auto** is stolen and later recovered and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
4. **We** will pay to replace a child passenger restraint system if it is:
 - a) in use at the time of a covered **Auto Collision Insurance** loss involving **your insured auto**;
 - b) damaged in a loss caused by collision of **your insured auto** with another object or by upset of **your insured auto** and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
 - c) in **your insured auto** when the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**. This applies even if the child restraint system is subsequently returned; or
 - d) damaged in a loss involving **your insured auto** not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

Additional Definitions For Part 3

1. **Camper Unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of that unit. A camper unit does not include:
 - a) caps, tops, or canopies designed for use as protection of the cargo area of an **auto** of the pick-up body type; or
 - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off highway living facilities.



Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

2. **Custom Parts or Equipment** means equipment, devices, accessories, enhancements, and changes, permanently installed in or on an **insured auto**, other than those offered by the manufacturer of the **auto** specifically for that model or installed by the **auto** dealership when new as part of the original sale, which alter the appearance or performance of an **auto**. This does not include items designed for assisting disabled persons or items covered under **Sound System Coverage**.
3. **Insured Auto** means an **auto** **you** own which is described on the Policy Declarations. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**; or
 - d) a **non-owned auto**; or
 - e) a **trailer or travel-trailer** that is not described on the Policy Declarations, while it is attached to an **auto** **you** own which is described on the Policy Declarations or to an **auto** described in a) through d) above.
4. **Insured Person** means:
 - a) While using **your insured auto**:
 - (1) **you**;
 - (2) any **resident**; and
 - (3) any other person using it with **your** permission.
 - b) While using a **non-owned auto**:
 - (1) **you**; and
 - (2) any **resident** relative.

5. **Sound System** means any device permanently installed inside **your insured auto** by bolts, brackets, or other similar means, designed for:
 - a) voice, video or data transmission, or for voice, video or data reception;
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment; and which is installed in a location other than the one designed by the **auto's** manufacturer for that type of device.

A **sound system** also includes antennas or other apparatus in or on **your insured auto** used specifically with a device described in the previous paragraph, if permanently installed. A **sound system** does not include any equipment that is externally exposed except for antennas.

Exclusions—What Is Not Covered

We will not cover:

1. loss intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her own conduct;

- b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
- c) the loss is of a different kind or degree than intended or reasonably expected; or
- d) the loss is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. loss arising out of the use of an **insured auto** while used to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public.

This exclusion does not apply to **shared-expense car pools**.

3. loss to any **non-owned auto** arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles.

4. loss resulting from:

- a) war, whether declared or undeclared;
- b) warlike acts;
- c) invasion;
- d) insurrection;
- e) rebellion;
- f) revolution;
- g) civil war;
- h) usurped power;
- i) destruction for a military purpose; or
- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

5. loss resulting from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these.

6. loss consisting of or caused by:

- a) wear and tear;
- b) freezing;
- c) mechanical or electrical breakdown; or
- d) mold, fungus, or bacteria.

This exclusion does not apply to:

- a) mechanical or electrical breakdown resulting from a loss otherwise covered under **Auto Comprehensive Insurance** or **Auto Collision Insurance**; or

Auto Policy

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Page 15 of 16



- b) covered loss that results from burning of wiring used to connect electrical components.
- 7. loss to tires unless stolen or damaged by fire, malicious mischief or vandalism. This exclusion does not apply if the damage to tires occurs at the same time and from the same cause as other covered loss to the **insured auto**.
- 8. loss to any **sound system** in or on an **insured auto**.

This exclusion will not apply when **you** have purchased **Sound System Coverage** and the loss to the **sound system** is covered under that coverage.
- 9. loss to any personal electronic devices or recording media. This exclusion will not apply if **you** have purchased **Portable Electronics And Media Coverage** and the loss to the personal electronic devices or recording media is covered under that coverage.
- 10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
- 11. loss to appliances, furniture, equipment and accessories contained in, attached to, or being used in connection with a **travel-trailer**, that are not built into or forming a permanent part of that **travel-trailer**, including but not limited to, radio and television antennas, awnings, cabanas, or equipment designed to create additional living facilities.

This exclusion will not apply to property contained in, attached to, or being used in connection with an insured **travel-trailer** if **Contents Coverage** is listed on **your** Policy Declarations for that **travel-trailer** and the property is covered under that coverage.
- 12. loss arising while **your insured auto, trailer, or travel-trailer** is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**.
- 13. loss arising out of participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
 or use in practice or preparation for any contest of this type.
- 14. loss consisting of or caused by confiscation or seizure by a government authority.
- 15. loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement.
- 16. loss to home, office, store, display, or passenger **trailers or travel-trailers**. This exclusion will not apply if **Auto Collision Insurance** or **Auto Comprehensive Insurance** is listed on the Policy Declarations for the **trailer or travel-trailer** and the loss is covered under the listed coverage.

- 17. loss to any device that is designed for the detection of radar or laser and can be used to evade law enforcement.
- 18. loss to any **custom parts or equipment** designed for racing which are installed in or on **your insured auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.
- 19. loss arising from a collision of **your auto, or your trailer or travel-trailer**, with another object or by upset of that **auto, trailer or travel-trailer** if, at the time of the loss, the **auto** was being operated by a licensed driver who was not listed on **your** Policy Declarations as a driver and who was either:
 - a) a **resident**; or
 - b) a guest temporarily staying in **your** home.

We will not apply this exclusion under the following circumstances:

- a) The driver operating the **auto** became a **resident**, a guest temporarily staying in **your** home, or a licensed driver no more than 185 days prior to the loss;
- b) At the time of the loss, the driver was listed as an insured or licensed operator under another policy of insurance that provides automobile liability insurance coverage for their use of **your auto**;
- c) At the time of the loss, the driver was operating the **auto**:
 - i) for the purpose of obtaining emergency medical treatment for a passenger in the **auto**; or
 - ii) because of the intoxicated condition of all other licensed drivers in the **auto**, and the driver was not legally intoxicated. Coverage will not apply unless a police accident report is obtained at the scene of the accident or, if a police accident report is not available at the scene of the accident, as soon as possible thereafter.

Our Payment Of Loss

We may pay for the loss in money, or may repair or replace the damaged or stolen property at **our** option. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

Right To Appraisal

Both **you** and **we** have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. The two appraisers, or a judge of a court of record, will select an umpire. Each appraiser will state the actual cash value and the amount of loss. If the appraisers disagree, they'll submit their differences to the umpire. A written agreement by any two of these three persons will determine the amount of the loss.



Auto Policy

Policy number:

Policy effective date:

815 347 234

June 15, 2018

Limit Of Liability

Our limit of liability is the least of:

1. the actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation;
2. the cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to all applicable state laws and regulations;
3. the limit of liability shown on the Policy Declarations applicable to the damaged property. If the amount of the covered loss to the damaged property plus the cost of towing and storage for the damaged property exceeds the limit of liability shown on the Policy Declarations, we will pay up to an additional 5% of the limit shown for such towing and storage;
4. \$500, if the loss is to a covered **trailer or travel-trailer** not described on the Policy Declarations; or
5. for loss to **custom parts or equipment**, the higher of \$1,000 or the applicable limit shown on the Policy Declarations for **Collision Coverage for Custom Equipment or Comprehensive Coverage for Custom Equipment**.

Any applicable deductible amount is then subtracted. However:

1. If more than one **auto** you own and insure under this policy is damaged in a single collision covered under **Auto Collision Insurance** or by a single covered event covered under **Auto Comprehensive Insurance**, only the highest of the applicable **auto** deductibles (without consideration of any applicable deductible rewards) will be applied.
2. If an **insured person** using an **insured auto**, or a passenger in an **insured auto** with **your** permission, dies as a direct result of a collision covered under the **Auto Collision Insurance** of this policy, the deductible will not be applied to that accident. If such death occurs after the deductible has already been applied, **you** will be reimbursed for the deductible amount incurred.

If **we**, at **our** option, elect to pay for the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An **auto** and attached **trailer or travel-trailer** are considered separate items, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, separate deductibles will apply to the **auto** and **camper unit**.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, **Sound System Coverage**, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under any other coverage.

If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.

When this insurance covers a **substitute auto** or **non-owned auto**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a **replacement auto** or **additional auto**, this policy won't apply if **you** have other collectible insurance.

No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay covered loss under this policy to **you** and to the Lienholder and/or Lessor as its interest may appear. **We** will pay neither **you** nor the Lienholder and/or Lessor if **you**, or someone at **your** direction, commits fraud, makes a material misrepresentation, or conceals material facts when obtaining or renewing this policy; or if **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any loss for which coverage is sought.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, **our** right to subrogate will not impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.

Policy Endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Page 1 of 9



The following endorsement changes your policy.

Please read this document carefully and keep it with your policy.

Claim Satisfaction Guarantee Amendatory Endorsement – AP4878-1

Claim Satisfaction Guarantee Premium Credit Eligibility Requirements

You are eligible to receive a credit under the Claim Satisfaction Guarantee Premium Credit provision below, if the following credit eligibility requirements are met:

1. **you** are dissatisfied for any reason with any aspect of the claims experience for a loss covered under **your** policy;
2. **your** policy is in force on the date of that covered loss;
3. the Claim Satisfaction Guarantee Amendatory Endorsement applied to **your** policy on the date of that covered loss;
4. **we** have made a payment to **you** or on **your** behalf for that covered loss;
5. **you** have not previously received a credit or payment under the Claim Satisfaction Guarantee Premium Credit provision in connection with that covered loss;
6. **you** have not previously received a credit or payment under the Claim Satisfaction Guarantee Premium Credit provision in connection with another covered loss occurring during the same policy period involving the same vehicle; and
7. **you** have provided notice of **your** dissatisfaction with the claims experience to **us** within 180 days of the date of that covered loss. The notice that **you** submit must include **your** name, address, claim number, date of loss, phone number and the reason that **you** are dissatisfied with the claims experience. The required notice must be submitted via first class mail to **our** Customer Care Center at the following address: Allstate Insurance, CSG, P.O. Box 13084, Roanoke, VA 24031-3084; or by other means made available by **us** for the express purpose of receiving notices of dissatisfaction pursuant to this endorsement.

Claim Satisfaction Guarantee Premium Credit

We will give **you** a premium credit after **you** have met all of the Claim Satisfaction Guarantee Premium Credit Eligibility Requirements listed above. The credit will be in an amount equal to the six month premium listed on the Policy Declarations at the time of the covered loss for the vehicle listed on **your** Policy Declarations that was involved in the covered loss. If no vehicle listed on the Policy Declarations was involved in the covered loss, the premium credit will be equal to the premium for the vehicle listed on the Policy Declarations with the lowest premium amount.

If **your** policy has been in effect for more than six months at the time **we** receive **your** notice of dissatisfaction, the Claim Satisfaction Guarantee Premium Credit will be applied to **your** current policy period; however, if a premium credit amount exceeds the amount necessary to pay **your** policy period premium in

full, **we** will either apply the remaining credit to **your** next policy period premium or **we** will pay **you** the remainder via check, at **our** discretion.

If **your** policy has been in effect for less than six months at the time **we** receive **your** notice of dissatisfaction, the Claim Satisfaction Guarantee Premium Credit will be applied to **your** policy renewal premium (if the premium credit amount exceeds **your** policy renewal premium, **we** will either apply the remaining premium credit to the next policy period premium or **we** will pay **you** the remainder via check during the policy renewal period, at **our** discretion); however, if **your** policy is cancelled during the policy period in which a covered loss occurred, the premium credit under this endorsement will not exceed the prorated premium charged by Allstate for the applicable vehicle for the policy period, nor will it exceed the total premium **you** actually paid for the policy period for all vehicles on the policy.

Our concurrence with any reasons **you** state for **your** dissatisfaction is not a condition of the Claim Satisfaction Guarantee Premium Credit Eligibility Requirements, and **our** provision of a premium credit under this endorsement does not mean that **we** agree with any reasons **you** stated for **your** dissatisfaction.

This endorsement will not apply to **your** policy for any policy periods effective June 1, 2020 or after.

All other policy terms and conditions apply.

AP4878-1 (09/16)

The following endorsement changes your policy.

Please read this document carefully and keep it with your policy.

Oklahoma Amendatory Endorsement – ACR11

(ed. 10/17)

This form amends the ACR1 Auto Policy

The policy is amended as follows:

- I. The following changes are made to the **General Provisions**:
 - A. The **Subrogation** provision is replaced by the following:

Subrogation
When **we** pay under this policy, and a person insured under this policy has the right to recover from anyone else, that person's rights of recovery become **ours** up to the amount **we** have paid. That person must protect these rights and, at **our** request, help **us** to enforce them. With respect to **Automobile Medical Payments** only, this provision does not apply to **you** or a **resident** relative.
 - B. The **Fraud Or Misrepresentation** provision is replaced by the following:



Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Fraud Or Misrepresentation

Your policy was issued in reliance on the information **you** provided on your auto insurance application concerning **autos** and persons insured by the policy. If it is determined that **your** policy was obtained through material misrepresentation, fraud or concealment of material facts, or if any material misrepresentation was made on your auto insurance application, **your** policy may be deemed void from its inception. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

WARNING

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

C. The following provisions are added:

Out Of State Insurance

This provision applies if an insured person is using an insured auto in another state or province with higher limit requirements. The limits of **our** liability and the types of coverage under this policy are automatically expanded, if necessary, to meet the requirements of any applicable compulsory insurance or similar law. This expansion of coverage applies only to the extent that nonresidents are required to meet such requirements and only whenever the nonresident uses an insured auto in that state or province.

The insurance under this policy is reduced to the extent that there is other valid and collectible insurance from this or any other auto insurance policy. In no event will any person be entitled to duplicate payments for the same elements of loss.

Cancellation**Your Right to Cancel:**

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

Our Right to Cancel:

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you** at **your** last known address or by delivering notice to **you** electronically. If **we** cancel because **you** did not pay the premium, the date of cancellation will be at least 10 days after the date of mailing. If **we** cancel because **you** did not pay the premium and, instead of mailing the notice to **you** we deliver notice to **you** electronically, the date of cancellation will be at least 10 days after the date of delivery. If **we** cancel for any reason other than non payment of premium, notice will be as follows:

1. During the first 45 business days the original policy is in effect, **we** will give **you** at least 10 days notice of cancellation.

2. After the first 45 business days, **we** will give **you** at least 20 days notice.

After **your** policy has been in effect 45 business days, **we** won't cancel or reduce **your** coverage during the policy period unless:

1. the premium isn't paid when due;
2. a) the policy was obtained or renewed through material misrepresentation;
b) there is intentional material misrepresentation in the submission of any claim;
3. **you**, or any member of **your** household, has had a driver's license or motor vehicle registration suspended or revoked during the last 12 months; or
4. **we** have either mailed or electronically delivered notice within the first 45 business days that **we** don't intend to continue the policy.

Our mailing the notice of cancellation to **you** at **your** last mailing address known to **us**, or confirmation of electronic delivery of the notice, shall be sufficient proof of receipt of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. **We** will refund amounts under \$2.00 only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

Non-Renewal

If **we** don't intend to renew **your** policy beyond the current policy period, **we** will mail **you** notice, or deliver notice to **you** electronically, at least 30 days before the end of the policy period. Proof of mailing the notice of non-renewal to **you**, or confirmation of electronic delivery of the notice, shall be deemed proof of notice.

Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within two years of the date the cause of action accrues. However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to

Policy endorsement

Policy number:

Policy effective date:

815 347 234

June 15, 2018

Page 3 of 9



each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive or exemplary damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the **Uninsured Motorists Insurance—Coverage SS, If We Cannot Agree** provision applies.

What Law Will Apply

This policy is issued in accordance with the laws of Oklahoma and covers property or risks principally located in Oklahoma. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Oklahoma.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Oklahoma, claims or disputes regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, covered motor vehicle accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Oklahoma. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Oklahoma, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Oklahoma, lawsuits

regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the judicial district where that covered loss to property, covered motor vehicle accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

II. Part 1—Automobile Liability Insurance is amended as follows:

A. The following paragraph is added to appear immediately above the title **General Statement Of Coverage**:

Liability Insurance is provided in this policy in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

B. In **Exclusions—What Is Not Covered**, the following changes are made:

1. Item 12 is replaced by the following:
 12. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.

This exclusion applies only to the extent that the limits of liability shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage** exceed the limits of liability required by the financial responsibility laws of Oklahoma.

2. The following item is added:

17. **bodily injury** to any person related to an **insured person** by blood, marriage, or adoption and residing in that person's household, to the extent that the limits of liability for this coverage exceed the limits of liability required by the financial responsibility laws of Oklahoma.

C. The following paragraph is added to the **If There Is Other Insurance** provision:

If an **insured person** is operating an **insured auto** which is owned by a person, firm, or corporation in the business of repairing, servicing, delivering, testing, road testing, washing, parking, storing, leasing, or selling of motor vehicles, **our** liability insurance will apply on a primary basis.

D. The following provision is added:



Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Action Against Us

No **insured person** may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Automobile Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person** may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an **insured person**.

III. In **Part 2—Automobile Medical Payments**, the following provision is added:

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2—Automobile Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

IV. In **Part 3—Protection Against Loss To The Auto** the following provisions are added:

Collision Coverage For Custom Equipment**Coverage CD**

If a premium for **Collision Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Collision Insurance** loss to **custom parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

Comprehensive Coverage For Custom Equipment**Coverage CH**

If a premium for **Comprehensive Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Comprehensive Insurance** loss to **custom parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

Assignment Of Claim Rights And Obligations

In the event of a loss covered under Part 3 of this policy, **you** may assign to another party **your** right to receive claim proceeds that are otherwise payable to **you** under Part 3 of this policy, provided **you** have complied with all policy terms and **you** and **we** have agreed on the amount of claim proceeds to be paid. **You** may also assign **your** right to receive any supplemental claim proceeds **we** agree to pay. If **we** do not agree on the amount of supplemental claim proceeds to be paid, **you** (not the assignee)

or **we** may demand an appraisal of the loss under the **Right To Appraisal** provision of this policy. Except as provided in this provision, **you** may not assign to any other party any rights or obligations under this policy related to a claim, or part of a claim, made or to be made under Part 3 of this policy.

Any assignment **you** make must be in writing and, at **our** request, **you** must provide **us** a copy of the assignment.

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3—Protection Against Loss To The Auto**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

All other policy terms and conditions apply.

The following endorsement changes your policy.

Please read this document carefully and keep it with your policy.

Oklahoma Bundling Benefits Endorsement –**ACR12**

(ed. 10/17)

This form amends the ACR1 Auto Policy

Your policy is amended as follows:

A. In the **General Provisions** section of **your** policy, the following provision is added:

Auto Policy Renewal Guarantee

We will, prior to the expiration of the current policy period, offer to **you** the opportunity to renew this policy for an additional policy period if **you** had one or more of the following policies in effect on the effective date of the current policy period:

1. an Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy, or
2. an individual life insurance policy or mortgage term life insurance certificate that would qualify this policy for an Allstate Auto/Life discount under **our** rules that are in effect and on file (if required) for **our** use in Oklahoma.

We will offer to renew this policy with such coverages, policy terms, conditions, limits of liability, deductibles and premiums as **we**, in **our** discretion, elect to include in the offer of renewal to **you** on the date that the renewal offer is processed by **us**. **You** may elect to accept **our** renewal offer by complying with the terms and conditions of the offer and all

Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Page 5 of 9



applicable policy terms and conditions, including those relating to premium payment.

We are not required to offer to **you** the opportunity to renew this policy if this policy is cancelled pursuant to the **Cancellation** provision of this policy or if:

1. **we** intend to discontinue writing non-commercial private passenger automobile insurance in Oklahoma;
2. **you** no longer reside in Oklahoma or one or more of the vehicles **you** insure under this policy are no longer principally garaged in Oklahoma;
3. renewal of this policy would violate any law or regulation;
4. **you** obtained this policy through an independent agent or agency, and the relationship between **us** and that independent agent or agency is discontinued or is being discontinued;
5. **you** or any member of **your** household who operates an **auto**:
 - a) has had a drivers license or motor vehicle registration suspended or revoked during the last 12 months; or
 - b) is convicted of driving while under the influence of alcohol or drugs, leaving the scene of an accident or any other violation considered to be a major violation as described in **our** rules that are in effect and on file (if required) for **our** use in Oklahoma;
6. the policy was obtained or renewed through material misrepresentation;
7. there is intentional material misrepresentation in the submission of any claim;
8. **you** do not comply with one or more requests **we** make for information for underwriting, rating or claims purposes;
9. any person, other than a spouse, has been added to **your** policy as a named insured during the current policy period or within 90 days immediately preceding the effective date of the current policy period and that individual did not meet **our** new business underwriting guidelines in effect at the time they were added;
10. **we** determine that at any time during the current policy period or within 185 days preceding the effective date of the current policy period, one or more licensed drivers residing in **your** household for more than 90 days were not listed on **your** Policy Declarations, unless the driver is listed as an insured or licensed operator under another policy of insurance that provides automobile liability insurance coverage for their use of **your insured auto**;
11. a vehicle has been added to **your** policy during the current policy period or within 90 days immediately preceding the effective date of the current policy period and that vehicle did not meet **our** new business underwriting guidelines in effect at the time it was added;

12. **we** determine that during the current policy period or within 90 days immediately preceding the effective date of the current policy period, a vehicle listed on the Policy Declarations has been:

- a) used by **you** or any other person to carry persons or property for a charge, or has been available for hire by the public. This does not apply:
 - i) to **shared-expense car pools**; or
 - ii) to use of **your** vehicle with a transportation network company that uses a digital network or software application service to connect its customers to transportation services provided by transportation network company drivers;
- b) used in the commission of a felony; or
- c) used in racing, including but not limited to, any prearranged, organized or spontaneous racing contest, speed contest, or used at a track or course designed or used for racing or high performance driving;

13. **you** are not a registered owner(s) of all vehicles identified on the Policy Declarations;

14. during the 36 month period ending on the last day of the current policy period, there have been four or more chargeable incidents (such as accidents or violations) which are chargeable to **your** policy under **our** rules that are in effect and on file (if required) for **our** use in Oklahoma;

15. a vehicle listed on the Policy Declarations:

- a) has been mechanically or structurally altered for speed or racing or to remove safety features since the time it was first added to **your** policy;
- b) is regularly garaged at a location different than the location being used to establish **your** premium.

If any of the items numbered 1 through 15 above apply, **we** may non-renew this policy. If **we** do not intend to continue the policy beyond the current policy period, **we** will mail notice to **you** at **your** last known address, or deliver notice to **you** electronically, at least 30 days before the end of the policy period.

B. In **Part 3—Protection Against Loss To The Auto**, the following **Auto Deductible Waiver** is added to the **Limit of Liability** provision:

Auto Deductible Waiver

If an **auto** insured under this policy and property **we** insure under **your** Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy are damaged in the same event by the same covered cause of loss, at **your** option, the **auto** deductible will not be applied to the loss, or **you** will be reimbursed for such deductible, provided:



Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

1. both the **auto** loss and the loss to property **we** insure under **your** Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy are promptly reported to **us**;
2. the amount of covered loss to the **auto** is higher than the applicable **auto** deductible (without consideration of any applicable deductible rewards); and
3. the amount of covered loss to property **we** insure under **your** Allstate Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy has been determined and such amount is higher than the applicable Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy deductible.

Even if a provision of the Homeowners, Condominium Owners, Manufactured Home Owners, or Renters policy results in its deductible being waived the **auto** deductible will not be applied (or it will be reimbursed) when the conditions identified in the paragraph above have been satisfied.

All other policy terms and conditions apply.

*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Oklahoma

Uninsured Motorists Insurance - ACR16

(ed. 10/17)

This form amends the ACR1 Auto Policy

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Uninsured Motorists Insurance**, **we** will pay damages which an **insured person** is legally entitled to recover from the owner or operator of an uninsured auto because of **bodily injury** sustained by an **insured person**.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured auto. **We** will not pay any punitive or exemplary damages, fines or penalties under **Uninsured Motorists Insurance**.

Uninsured Motorists Insurance applies regardless of the number of vehicles **you** own, operate or insure under this policy.

An Uninsured Auto Is:

1. A **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. A **motor vehicle** covered by a bond or insurance policy which does not provide at least the minimum financial security requirements of the state in which **your insured auto** is principally garaged.

3. A **motor vehicle** for which the insurer, other than **us** under this policy, denies coverage or becomes insolvent.
4. A hit-and-run **motor vehicle** which causes **bodily injury** to an **insured person** whether or not physical contact was made with the **insured person** or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the proper authorities. **We** must be notified within 30 days. If the **insured person** was occupying a vehicle at the time of the accident, **we** have the right to inspect it.
5. An underinsured **motor vehicle** which has bodily injury liability protection in effect and applicable at the time of the accident, in an amount equal to or greater than the amounts specified for bodily injury liability by the financial responsibility laws of Oklahoma, but less than the applicable damages the **insured person** is legally entitled to recover.

An Uninsured Auto Is Not:

1. A **motor vehicle** that is lawfully self-insured.
2. A **motor vehicle** which is insured under the **Automobile Liability Insurance** of this policy.

Additional Definitions For Uninsured Motorists Insurance

1. **Insured Auto** means a **motor vehicle**:
 - a) **you** own. This includes any **motor vehicle** **you** purchase:
 - i) as a replacement for the owned **motor vehicle**.
 - ii) as an additional **motor vehicle**, but only for the 30 days after **you** acquire ownership and provided **you** pay any additional premium for the coverage afforded by this policy during the 30 day period.
 - b) **you** or a **resident relative** do not own but:
 - i) **you** are using.
 - ii) is being temporarily used:
 - (1) when **your owned motor vehicle** is being serviced or repaired; or
 - (2) because **your owned motor vehicle** was stolen or destroyed.

This non-owned **motor vehicle** must be used only with its owner's permission. It also must not be furnished or available for **your** or a **resident relative**'s regular use.

2. **Insured Person(s)** means:
 - a) **you** and any **resident relative**.
 - b) any person while in, on, getting into or out of, or getting on or off of, an **insured auto** with **your** permission.
 - c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident relative**, or an occupant of **your insured auto** with **your** permission.
3. **Motor Vehicle** means a land motor vehicle or **trailer** other than:
 - a) a vehicle or other equipment designed for use off public roads, while not on public roads;

Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Page 7 of 9



- b) a vehicle operated on rails or crawler-treads; or
- c) a vehicle when used as a residence or premises.

Exclusions—What Is Not Covered

We will not pay any damages an **insured person** is legally entitled to recover because of:

1. **bodily injury** to any person, if that person or that person's legal representative makes a settlement without **our** written consent. This will include any payment made by any person on behalf of the uninsured motorist.
2. **bodily injury** arising out of the use of an **insured auto** while used by an **insured person** to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public. This exclusion does not apply to **shared-expense car pools**.
3. **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.
4. **bodily injury** arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

Limit Of Liability

The limits shown on the Policy Declarations for **Uninsured Motorists**

Insurance are the maximum amount payable for this coverage by this policy for any one accident. This means the insuring of more than one **auto** for other coverages afforded by this policy will not increase **our** limit of liability beyond the amount shown on the Policy Declarations.

The coverage limit shown on the Policy Declarations for:

1. "each person" is the maximum that **we** will pay for damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including all damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum **we** will pay for damages arising out of all **bodily injury** in any one **motor vehicle** accident. This limit is subject to the limit for "each person."

Subject to the above limits of liability, damages payable under **Uninsured Motorists Insurance** shall be reduced by:

1. all amounts paid or payable by or on behalf of the owner or operator of the uninsured auto, or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other automobile insurance policy.
2. all amounts paid or payable under any disability benefits law, or similar law, **Automobile Medical Payments**, or any similar automobile medical payments coverage under this or any other automobile insurance policy.

We are not obligated to make any payment for **bodily injury** under this coverage which arises out of the use of an underinsured **motor vehicle** until after the limits of liability for all liability protection in effect and applicable at the time of an accident have been exhausted by payment of judgments or settlements. However, **we** will be obligated to make payment for **bodily injury** under this coverage which arises out of the use of an underinsured **motor vehicle** when both of the following preconditions are met:

1. **you** have the legal right to recover against the liability carrier; and
2. the claim exceeds the limits of liability for all liability protection.

Non-Duplication Of Benefits

No injured person will recover duplicate benefits for the same elements of loss under this or any other uninsured motorists insurance, including approved plans of self insurance.

If There Is Other Insurance

If the **insured person** was in, on, getting into or out of a vehicle which is insured for uninsured motorists coverage under another policy, this coverage will be excess. This means that when the **insured person** is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, but only after all other collectible insurance has been exhausted.

Notice Of Settlement Agreement

If, before **we** make payment for loss for **bodily injury** under this coverage, a tentative agreement to settle for liability limits is reached by the **insured person** or his legal representative with the person or organization legally responsible for the use of an uninsured auto, **we** must receive written notification of this agreement by certified mail. This written notice shall also include:

1. full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable, including copies of all medical bills; and
2. authorization or a court order to obtain reports from all employers and medical providers.

Within 60 days of receipt of written notice, **we** may substitute **our** payment to the **insured person** for the tentative settlement amount. If payment is substituted, the **insured person's** rights of recovery become **ours** to the extent of such payment plus any settlement under the uninsured motorists coverage.

If **we** fail to pay the tentative settlement amount within 60 days, **we** will have no right to the proceeds of any settlement or judgment for any amount paid under the uninsured motorists coverage.

Trust Agreement

When **we** pay any person under this coverage:

1. **we** are entitled to repayment of the amount paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.



Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

3. **insured persons**, if we ask, must take proper action in their own name to recover damages from any responsible party or insurer. We will select the attorney, and pay all related costs and fees.

We will not ask the **insured person** to sue the insured of an insolvent insurer.

Payment Of Loss By Us

Any amount due is payable to the **insured person**, to the parent or guardian of an **insured person** who is an injured minor, or to the spouse of any **insured person** who dies. However, we may pay any person lawfully entitled to recover the damages.

Action Against Us

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Uninsured Motorists Insurance**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

Notice of Legal Actions

If, at any time before we pay for the loss, an **insured person** institutes a suit against anyone believed responsible for the accident, we must be given a copy of the summons and complaint or other process. If a suit is brought without our written consent, we are not bound by any resulting judgment.

If We Cannot Agree

If the **insured person** and we do not agree on that person's right to receive damages or on the amount, then upon the demand of either, the disagreement will be settled by arbitration. Otherwise, the disagreement will be resolved in a court of competent jurisdiction. The arbitrators will not have the power to decide any dispute regarding the nature or the amount of the coverage provided by the policy or claims for damages outside the terms of the policy, including, but not limited to, claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees and/or interest. Arbitration will take place under the rules of the American Arbitration Association or as agreed to by the parties. If agreement by arbitration is not reached within three (3) months from the date of demand, the **insured person** may sue the tortfeasor.

Neither of the parties shall be entitled to arbitrate any claims in a representative capacity or as a member of a class. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims in arbitration.

All other policy terms and conditions apply.

The following endorsement changes your policy.

Please read this document carefully and keep it with your policy.

Automobile Death Indemnity Insurance Coverage CM - ACR24

(ed. 10/17)

This form amends the ACR1 Auto Policy

If a premium is shown on the Policy Declarations for **Automobile Death Indemnity Insurance**, or if the Policy Declarations lists the coverage as being "Included," we will pay the benefit shown on the Policy Declarations if an **insured person** dies as a direct result of **bodily injury** caused by a covered accident involving a motor vehicle. The injury must be sustained while the **insured person** is in, on, getting into or out of, an **auto**, **trailer** or **travel-trailer**, or when struck as a pedestrian by a motor vehicle, **trailer**, or **travel-trailer**. The use of a **non-owned auto** must be with the owner's permission.

If the Policy Declarations lists this coverage as being "Included," this coverage will not apply when death results from an accident occurring while **Automobile Liability Insurance** is in suspense for all **autos** shown on the Policy Declarations.

Benefits will be paid only if:

1. death occurs within 90 days of the accident; or
2. death occurs within 1 year of the accident and the **bodily injury** continuously has prevented the **insured person** from performing all duties pertaining to that person's occupation.

Additional Definition For Automobile Death Indemnity Insurance

Insured Person means **you** and any **resident** relative.

Exclusions—What Is Not Covered

This coverage does not apply to:

1. death sustained while in the course of an occupation by any person:
 - a) while operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial motor vehicle; or
 - b) in motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing or selling of motor vehicles.
2. death arising out of the use of an **auto** while used by an **insured person** to carry persons or property for a charge, or the use of an **auto** an **insured person** is driving while available for hire by the public. This exclusion does not apply to **shared-expense car pools**.
3. death due to suicide committed by an **insured person** while sane or insane.
4. death resulting from:
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;

Policy endorsement

Policy number:

815 347 234

Policy effective date:

June 15, 2018

Page 9 of 9



- g) civil war;
- h) usurped power;
- i) destruction for a military purpose; or
- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

5. death sustained while in, on, getting into or out of, or when struck as a pedestrian by:

- a) a vehicle operated on rails or crawler-treads;
- b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
- c) a vehicle while used as a residence or as an office, display space, or storage space.

6. death arising out of the participation in any prearranged or organized:

- a) racing contest;
- b) speed contest; or
- c) use of an **auto** at a track or course
designed or used for racing or high performance driving;
or in practice or preparation for any contest or use of this type.

7. death arising solely out of the discharge of a weapon.

8. death of an **insured person** arising out of their operation of a motor vehicle owned by that person, or available or furnished for their regular use, if such motor vehicle is not an **insured auto** under **Automobile Liability Insurance** of this policy.

Payment Of Benefits; Autopsy

The benefit is payable to the deceased **insured person's** spouse. The spouse must be a **resident** of the same household as the **insured person** at the time of the accident.

However, if the deceased is a minor, the benefit is payable to either parent. That parent must be a **resident** of the same household as the minor at the time of the accident.

In all other cases, the benefit is payable to the deceased **insured person's** estate.

We have the right and must be given the opportunity to make an autopsy where it is not prohibited by law.

Consent Of Beneficiary

The beneficiary's consent is not required for cancellation, assignment, change of beneficiary, or any other change under this coverage.

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Automobile Death Indemnity Insurance**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

All other policy terms and conditions apply.



Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Claim Satisfaction Guarantee Amendatory Endorsement – AP4878-1

Claim Satisfaction Guarantee Premium Credit Eligibility Requirements

You are eligible to receive a credit under the Claim Satisfaction Guarantee Premium Credit provision below, if the following credit eligibility requirements are met:

1. **you** are dissatisfied for any reason with any aspect of the claims experience for a loss covered under **your** policy;
2. **your** policy is in force on the date of that covered loss;
3. the Claim Satisfaction Guarantee Amendatory Endorsement applied to **your** policy on the date of that covered loss;
4. **we** have made a payment to **you** or on **your** behalf for that covered loss;
5. **you** have not previously received a credit or payment under the Claim Satisfaction Guarantee Premium Credit provision in connection with that covered loss;
6. **you** have not previously received a credit or payment under the Claim Satisfaction Guarantee Premium Credit provision in connection with another covered loss occurring during the same policy period involving the same vehicle; and
7. **you** have provided notice of **your** dissatisfaction with the claims experience to **us** within 180 days of the date of that covered loss. The notice that **you** submit must include **your** name, address, claim number, date of loss, phone number and the reason that **you** are dissatisfied with the claims experience. The required notice must be submitted via first class mail to **our** Customer Care Center at the following address: Allstate Insurance, CSG, P.O. Box 13084, Roanoke, VA 24031-3084; or by other means made available by **us** for the express purpose of receiving notices of dissatisfaction pursuant to this endorsement.

Claim Satisfaction Guarantee Premium Credit

We will give **you** a premium credit after **you** have met all of the Claim Satisfaction Guarantee Premium Credit Eligibility Requirements listed above. The credit will be in an amount equal to the six month premium listed on the Policy Declarations at the time of the covered loss for the vehicle listed on **your** Policy Declarations that was involved in the covered loss. If no vehicle listed on the Policy Declarations was involved in the covered loss, the premium credit will be equal to the premium for the vehicle listed on the Policy Declarations with the lowest premium amount.

If **your** policy has been in effect for more than six months at the time **we** receive **your** notice of dissatisfaction, the Claim Satisfaction Guarantee Premium Credit will be applied to **your** current policy period; however, if a premium credit amount exceeds the amount necessary to pay **your** policy period premium in full, **we** will either apply the remaining credit to **your** next policy period premium or **we** will pay **you** the remainder via check, at **our** discretion.

If **your** policy has been in effect for less than six months at the time **we** receive **your** notice of dissatisfaction, the Claim Satisfaction Guarantee Premium Credit will be applied to **your** policy renewal premium (if the premium credit amount exceeds **your** policy renewal premium, **we** will either apply the remaining premium credit to the next policy period premium or **we** will pay **you** the remainder via check during the policy renewal period, at **our** discretion); however, if **your** policy is cancelled during the policy period in which a covered loss occurred, the premium credit under this endorsement will not exceed the prorated premium charged by Allstate for the applicable vehicle for the policy period, nor will it exceed the total premium **you** actually paid for the policy period for all vehicles on the policy.

Our concurrence with any reasons **you** state for **your** dissatisfaction is not a condition of the Claim Satisfaction Guarantee Premium Credit Eligibility Requirements, and **our** provision of a premium credit under this endorsement does not mean that **we** agree with any reasons **you** stated for **your** dissatisfaction.

This endorsement will not apply to **your** policy for any policy periods effective June 1, 2020 or after.

All other policy terms and conditions apply.